

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 10	
2. Amendment/Modification No. 0002		3. Effective Date 1999MAR25		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By ACALA AMSTA-AC-PCR-C TAMMY KUHL (309) 782-7258 ROCK ISLAND IL 61299-7630 EMAIL: KUHLT@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. DAAE20-99-R-0006	
				<input type="checkbox"/>		9B. Dated (See Item 11) 1999JAN07	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror		15C. Date Signed		16B. United States Of America		16C. Date Signed	
(Signature of person authorized to sign)				By (Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	ADDED	52.204-4500 ACALA	NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI)	FEB/1999

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

A-2	DELETED	52.211-4505 ACALA	DELETED 8 MAR 99, REPLACED BY AS7012 -- DIRECT VENDOR DELIVERY (DVD)	JUN/1998
A-3	ADDED	52.243-4510 ACALA	DIRECT VENDOR DELIVERY	JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

1. The purpose of this amendment is to request proposal revisions due to the following:
 - a. Attachment 13 is hereby deleted and replaced with the enclosed Pricing Evaluation Spreadsheet.
 - b. Sections L & M "Narrative" are hereby revised.
 - c. First Article required has been deleted from this acquisition.
 - d. The following clauses are hereby deleted:
 - 1) Direct Vendor Delivery , 52.211-4505 (ACALA)
 - 2) Small Business Program Representation Alternate I, 52.219-1
 - 3) Utilization Small, Small Disadvantaged and Women Owned Small Business Concern, 52.219-8
 - 4) Small, Small Disadvantage Women Owned Small Business Subcontracting Plan, 52-129-9
 - 5) Prohibition of Segregated Facilities (Deviation) 52.222-21.
 - 6) Previous Contracts and Compliance Report (Deviation), 52.222-22
 - 7) Preaward On-Site Equal Opportunity Compliance Evaluation (Deviation), 52.222-24
 - 8) Equal Opportunity (Deviation), 52-222-26

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e. The following clause are hereby revised:

- 1) Utilization of Indian Organization and Indian Owned Economic Enterprises, 52.226-1.
- 2) Liquidated Damages -Subcontracting Plan, 52.219-16

f. The following clauses are hereby added:

- 1) Direct Vendor Delivery, 52.211-4505 (ACALA)
- 2) Notice of Requirement for Use of Electronic Data Interchange, 52.204-4500 (ACALA)
- 3) Required Use of Electronic Interchange, 52,204-4501 (ACALA)
- 4) Small Business, Program Representation Alternate I & III, 52.219-1
- 5) Utilization of Small Business Concerns, 52.219-8
- 6) Small Business Subcontracting Plan, 52.219-9
- 7) Prohibition of Segregated Facilities (Deviation), 52.222-21
- 8) Previous Contracts and Compliance Report, 52.222-22
- 9) Preaward On-Site Equal Opportunity Compliance Evaluation, 52.222-24
- 10) Equal Opportunity, 52-222-26

2. Revised proposals must be received by 30 March 1999 at 3:45 p.m. Central Time; any revision to offers or confirmation of previously offered prices must be received prior to 30 March 1999.

3. Your previous offer should be reviewed as to material costs,inspection equipment, packaging, overhead and profit. Each revised proposal should be submitted on the most favorable terms from price and technical stand point which the offeror can submit to the government.

4. NOTE: All offers shall fill in only the unit price blocks, all blocks must be filled. All other spaces are for Government evaluation purposes only. The DVD items are identified and are to be priced to the most likely quantity.

5. The Government may award a contract based on this amendment without any further discussion of offers.

6. Final acceptance of your offer shall be 60 days from 30 Mar 1999_unless otherwise stated in your reply.

7. All other terms and conditions will remain unchanged.

8. FAILURE TO SIGN AND RETURN THIS AMENDMENT TO THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. FACSIMILE TRANSMISSIONS WILL NOT BE ACCEPTED.

*** END OF NARRATIVE A003 ***

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	CHANGED 52.204-4501	REQUIRED USE OF ELECTRONIC DATA INTERCHANGE	FEB/1999
(a)		Within TO BE DETERMINED calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.	
(b)		To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans .	
(c)		By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the DEFAULT (FIXED PRICE SUPPLY SERVICES) FAR 2.249-8 clause of this contract and may result in termination under the terms thereof.	
(d)		The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: http://www.acq.osd.mil/ec/ . The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).	
(e)		Registration and certification information must be furnished to the contracting officer within 60 calendar days after award to complete networking requirements within the Government.	
(f)		All required infrastructure for EDI must be in place and operational within TO BE DETERMINED calendar days after award of any contract resulting from this solicitation.	
(g)		The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.	
(h)		Additional information on the above requirements can be found at the following WWW site: http://www.ecrc.ctc.com .	
(i)		Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.	

(End of clause)

(HS7503)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	DELETED	52.219-8	DELETED 14 JAN 99 AND REPLACED BY IF0410, UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/1999
I-2	ADDED	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/1999
I-3	DELETED	52.219-9	DELETED 14 JAN 99 AND REPLACED BY IF0069, SMALL BUSINESS SUBCONTRACTING PLAN	JAN/1999
I-4	ADDED	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/1999
I-5	ADDED	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-6	ADDED	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-7	DELETED	52.222-21	DELETED 19 JAN 99 AND REPLACED BY IF0486 PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-8	DELETED	52.222-26	DELETED 19 JAN 99 AND REPLACED BY IF0050, EQUAL OPPORTUNITY	APR/1984

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 013	PRICING EVALUATION SPREADSHEET		005	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Status</u> <u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	DELETED 52.219-1	DELETED 19 JAN 99 AND REPLACED BY KF6009, SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I & II	OCT/1998
K-2	CHANGED 52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	OCT/1998
	(a)(1)	The standard industrial classification (SIC) code for this acquisition is 3484.	
	(2)	The small business size standard is 1000.	
	(3)	The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.	
	(b)	Representations. (1) The offeror represents as part of its offer that it_____is,_____is not a small business concern.	
	(2)	(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.	
	(3)	(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a women-owned small business concern.	
	(4)	(Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:	
	_____	Black American.	
	_____	Hispanic American.	
	_____	Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).	
	_____	Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea, Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).	
	_____	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).	
	_____	Individual/concern, other than one of the preceding.	
	(c)	Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.	
		"Women-owned small business concern," as used in this provision, means a small business concern--	
	(1)	Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and	
	(2)	Whose management and daily business operations are controlled by one or more women.	
	(d)	Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.	
	(2)	Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--	
	(i)	Be punished by imposition of fine, imprisonment, or both;	

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(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(5) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]
The offeror represents as part of its offer that -

(i) it
 ___is
 ___is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it
 ___is
 ___is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6009)

K-3	DELETED 52.222-22	DELETED 19 JAN 99 AND REPLACED BY KF7057 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
K-4	ADDED 52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7057)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

EVALUATION CRITERIA - PRICE

SECTION L. PRICE

L.8.1 The offeror will enter unit prices for all quantity ranges and ordering periods for all CLINS proposed on the Price Evaluation Spreadsheets (See Attachment 13). The SEVEN DVD items are to be bid to the most likely quantity only. All unit prices proposed will be binding.

L.8.2 The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer.

*** END OF NARRATIVE L001 ***				
	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	ADDED	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-2	DELETED	52.222-24	DELETED 19 JAN 99 AND REPLACED BY LF0005, PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	APR/1984

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SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA - PRICE

SECTION M. PRICE

M.4. PRICE

- M.4.1. The Government will evaluate offers based on prices proposed for each CLIN for all ordering periods and any other price related factors required by the solicitation.
- M.4.1.1. The Government will evaluate offers based on the prices proposed for each CLIN for all pricing periods and any other price related factors required by the solicitation. The evaluated CLIN price is the sum of the evaluated prices for all pricing periods. If an offeror takes exception to any of the ordering periods, the Government may reject that offer as unacceptable.
- M.4.1.2. Each CLIN will be evaluated separately. For each ordering period, proposed unit prices for each range will be multiplied by the assigned weight then added to obtain a weighted unit price. The assigned weight represents the estimated likelihood that an order will be made within that range for each given ordering period. For purposes of evaluating each CLIN, the evaluated price for each CLIN will be calculated by multiplying the weighted unit price by the estimated most likely quantity for each ordering period. In the case of a DVD item the evaluated price will be the unit price multiplied by that most likely quantity. The total evaluated CLIN price is the sum of the evaluated prices for all ordering periods.
- M.4.1.3. It is the government’s intention to award one contract; however, we reserve the right to make multiple awards if it is in the best interest of the government. In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the government that might result from making more than one award (multiple awards). It is assumed for the purpose of evaluating offers that \$2500 would be the administrative cost to the government for issuing and administering each contract awarded under this solicitation. The administrative cost of \$2500 will be added to each offerors total evaluated price. This amount of \$2500 will be used as an evaluation tool to determine if award to multiple offerors are in the best interest of the government. Individual awards will be for the items or a combination of items that result in the lowest aggregate cost to the government including the assumed administrative costs. Based on this evaluation the lowest aggregate cost may be a single contract award.
- M.4.1.4. In order to be eligible for an award, the offeror must have signed and agreed to comply with the terms contained in the nondisclosure agreement.
- M.4.1.5. TO BE CONSIDERED RESPONSIVE, EACH OFFEROR MUST PROVIDE A PRICE FOR ALL ITEMS.

*** END OF NARRATIVE M001 ***